



Moerman : EXPERIENCE TOOLBOX – TOOLS FOR LIFE CONTEST

Official Contest Rules

By entering the Contest you accept and agree to be bound by these Official Contest Rules.

1. Purchase Necessary:

Purchase necessary to enter. By purchasing the EXPERIENCE TOOLBOX marketed by Moerman with the following article numbers related to the contest:

- ID24684 – EXPERIENCE TOOLBOX ENGLISH with LIQUIDATOR 2.0 in 25 cm, LIQUIDATOR 2.0 in 35 cm and Premium Snapper handle / barcode box: 5412228246842
- ID24685 - EXPERIENCE TOOLBOX FRENCH with LIQUIDATOR 2.0 in 25 cm, LIQUIDATOR 2.0 in 35 cm and Premium Snapper handle / barcode box: 5412228246859
- ID24686 - EXPERIENCE TOOLBOX GERMAN with LIQUIDATOR 2.0 in 25 cm, LIQUIDATOR 2.0 in 35 cm and Premium Snapper handle / barcode box: 5412228246866

In this EXPERIENCE TOOLBOX there is a leaflet with a specific code to mention upon registering on <https://www.moermangroup.com/en/window-cleaning/login> which will be necessary to participate in the contest.

2. Prize Description:

At the conclusion of the Contest, Moerman will award one (1) Prize, in accordance with these Official Contest Rules, for one (1) participant residing in the European Union. At the conclusion of the Contest, Moerman will award one (1) Prize, in accordance with these Official Contest Rules, for one (1) participant residing in the Western Hemisphere including North America, South America and Canada. At the conclusion of the Contest, Moerman will award one (1) Prize, in accordance with these Official Contest Rules, for one (1) participant residing in Asia. At the conclusion of the Contest, Moerman will award one (1) Prize, in accordance with these Official Contest Rules, for one (1) participant residing in Oceania. The Prize Winner will be awarded Life Long Moerman tools which is equivalent to a yearly value of three hundred euro (€ 300,-) of Professional Window Cleaning tools based on the retail catalogue value of the catalogue, as long as this person is alive. Per (twelve) 12 months the Winner may choose of € 300,- (three hundred euro) or equivalent in the currency of the Winner's home country retail value of the product catalogue of Professional Window Cleaning tools manufactured and distributed by Moerman With the first year starting in 2018. Each year the Prize Winner may claim his or her price before the month of 1st December, if the Prize Winner doesn't claim the price, he or she will keep the right to claim the price in the following year but value cannot be higher than € 300 (or equivalent currency) per year. The price is assigned to one (1) person and can under no circumstances be transferred to another person or family member. Decease of the Prize Winner ends the right to claim the yearly Prize and no inheritance rights apply.

3. Eligibility:

The Contest is open only to legal residents of Europe, Asia, Australia and the Western Hemisphere including North America, South America and Canada, who have reached the age of majority (both in Belgium and in their country of residence) at the time of entry, an "Entrant." The "Entrant" has a profession directly related to cleaning windows as a professional occupation. One Entry is allowed per person. Entrants may not enter the Contest using multiple addresses, emails or identities nor may Entrants use any other device or artifice to register multiple times or as multiple parties. Any Entrant who attempts to enter with multiple identities or uses any device, false identity or artifice to enter multiple times will automatically be disqualified from the Contest.

4. Contest Period:

The Contest begins February 1, 2018 and ends on October 20, 2018.

5. How to Play / Description of Contest:

a. Entry

To enter the Contest, an Entrant must visit www.facebook.com/moermantools and post a video to the Facebook Page. Each Entrant represents and warrants that the video submitted:

- (i) Is original and was lawfully produced by the Entrant; and
- (ii) Does not infringe the intellectual property rights or privacy of any third party; and
- (iii) Mentions minimum two (2) of the following the hashtags #MOERMANTOOLS
#MOERMANTOOLSFORLIFE #IUSEMOERMAN

All Entries must be received by 5:00 PM CET on October 20, 2018. Any Entry that is illegible, inaccurate, incomplete, late or does not otherwise conform with these Official Contest Rules will be disqualified. Moerman is not responsible for late or incomplete Entries or for technical problems with the video submission. Entrant is solely responsible for all electronic submissions, and Moerman will not be responsible for any submission that is not received due to an incomplete or improper transmission or other technical problems. Moerman has no obligation to correspond with any Entrant or acknowledge the receipt of any Entry. Moerman has no obligation to advise Entrant of an incomplete Entry, and any Entry that is incomplete will be disqualified.

b. Winner Selection.

Valid Entries will be judged by a panel of judges ("Judges") selected by Moerman in its sole discretion. Judges will review and score each Entry based on the impact and creativity of the video as it relates to the EXPERIENCE TOOLBOX contest theme of "TOOLS FOR LIFE CONTEST" The Entry with the highest score which otherwise complies with all Contest requirements will be awarded a prize ("Prize Winner"). Judging will take place on October 31, 2018 or as soon thereafter as practicable. Moerman will notify Winners of the Contest by direct message, email or phone, at the discretion of Moerman, within 48 hours of the Winner Selection. If a Winner fails to comply with these Official Contest Rules, or is ineligible to receive a Prize, the Prize will be awarded to an alternate party selected by a panel conducted in accordance with these Official Contest Rules. Moerman shall not be responsible nor liable for failure to contact a potential Prize Winner who provides incorrect or incomplete contact information. All winners may be required to submit valid identification to Moerman to claim a Prize.

c. Award of Prizes.

Prizes will be awarded within thirty (30) days following verification of eligibility and compliance with the terms of these Official Contest Rules. Each consecutive year in the same month as the first year, the Winner has the right to ask for the prize to Moerman. If required by Moerman, all Prize Winners must sign and return a release of liability form and declaration of eligibility to receive the Prize. Moerman's decisions regarding the selection of winners and all other aspects of the Contest shall be final and binding in all respects. Moerman will not be responsible for typographical, printing or other inadvertent errors in these Official Contest Rules or in other materials related to the Contest.

6. Advertising and Promotion:

Moerman and each of its respective affiliates, distributors, licensees, suppliers and advertising/promotion agencies (collectively, the "Moerman Affiliates") shall, except to the extent prohibited by law, have the right and permission to use each Entrant's video submission, name, videograph and/or likeness, city/state of residence, for advertising, promotion, trade and/or any other lawful purpose in any media or format now or hereafter known without further compensation, permission or notification. This Contest is in no way monitored, endorsed, administered by, or associated with Facebook.

7. Privacy:

Personally identifiable information on individual Entrants will not be sold or otherwise transferred to unaffiliated third parties but may be used by Moerman to contact Entrants in the future with offers and announcements that Moerman feel may be of interest. If an Entrant does not wish to be contacted by Moerman, the Entrant should opt-out of such contact by sending written notice to: Moerman, Schutterijstraat 25 – 8760 Meulebeke / Belgium. Videos and other information posted on Facebook, will be subject to their respective privacy policies.

8. Limitation of Liability:

MOERMAN, AND THE MOERMAN AFFILIATES AND ALL OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS AND AFFILIATES EXPRESSLY DISCLAIM AND SHALL HAVE NO LIABILITY AND WILL BE HELD HARMLESS FROM AND AGAINST ANY LIABILITY, LOSS, INJURY OR DEATH TO ENTRANT OR ANY OTHER PARTY, INCLUDING WITHOUT LIMITATION DAMAGE TO PERSONAL OR REAL PROPERTY, DUE IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, BY REASON OF THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF ANY PRIZE (INCLUDING ANY TRAVEL OR PRIZE ACTIVITY RELATED THERETO) OR SUCH PARTY'S PARTICIPATION IN THIS CONTEST. ENTRANTS FURTHER ACKNOWLEDGE THAT NEITHER THE MOERMAN OR MOERMAN'S AFFILIATES, NOR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS, HAS MADE OR IS IN ANY MANNER RESPONSIBLE OR LIABLE FOR ANY WARRANTY, REPRESENTATION OR GUARANTEE, EXPRESSED OR IMPLIED, IN FACT OR IN LAW, RELATIVE TO ANY RIGHT OR PRIZE, INCLUDING, BUT NOT LIMITED TO, THE VALUE, QUALITY, CONDITION OR FITNESS OF ANY PRIZE. ALL PRIZES ARE PROVIDED "AS IS" AND MOERMAN DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED WITH RESPECT THERETO.

9. General:

a) Taxes, if any, are the sole responsibility of the Prize Winner.

b) No substitution or transfer of prizes permitted.

c) ANY ATTEMPT BY AN ENTRANT TO DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE MOERMAN RESERVES THE RIGHT TO SEEK DAMAGES FROM SUCH ENTRANT TO THE FULLEST EXTENT PERMITTED BY LAW.

d) Moerman reserves the right, without prior notice and at any time, to terminate the Contest, in whole or in part, or modify or suspend the Contest in any way, if it determines, in its sole discretion, that the Contest is impaired or corrupted or that fraud or technical problems, failures or malfunctions have destroyed or undermined the proper play, integrity, and/or feasibility of the Contest.

e) All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Contest Rules or the rights and obligations of the participant or Moerman in connection with the Contest shall be governed by and construed in accordance with the laws of Belgium without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state, provincial or federal laws. Any action arising out of the Contest shall be filed in the courts, having jurisdiction for Meulebeke/Belgium, the parties hereby submit to the exclusive jurisdiction and venue of such courts for all purposes in connection with these Official Contest Rules and the Contest.

f) Each Entrant agrees to indemnify and hold Moerman and Moerman's Affiliates, including but not limited to Facebook, (collectively, "Indemnitee") harmless from any and all claims, damages, expenses, costs including attorney's fees, and liabilities, including settlements brought or asserted by any third party against the Indemnitee, due to or arising out of or in any way related to the participation of the Entrant in this Contest.

10. Winners List:

To receive the name of the official Prize Winners, send a self-addressed stamped envelope to Moerman Schutterijstraat 25 – 8760 Meulebeke / Belgium by December 01, 2018.